

RECORDATION NO. 18498
DEC 3 1993-12 10 PM
INTERSTATE COMMERCE COMMISSION
FILED 1425

DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4078
TELEPHONE: (202) 371-9500
TELECOPIER: (202) 371-0900

RECORDATION NO. 18498
FILED 1425

DEC 3 1993-12 10 PM

INTERSTATE COMMERCE COMMISSION

0100056053

December 3, 1993

\$54.00 filing fee

RECORDATION NO. 18498
DEC 3 1993-12 10 PM
INTERSTATE COMMERCE COMMISSION
FILED 1425

New Recordation No. and -A and -B Thereto

Dear Mr. Strickland:

On behalf of ATEL Cash Distribution Fund (a California Limited Partnership), I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of three documents, first a primary document, not previously recorded, entitled Memorandum of Lease, to be recorded under a new Recordation No., and a related secondary document, not previously recorded, entitled, Inter-Company Purchase and Sale Agreement and Assignment of Lease to be recorded under -A, and a second related secondary document, not previously recorded, entitled Assignment of Lease to be recorded under -B.

1. The parties to the Memorandum of Lease ("Lease"), executed as of November 30, 1993, to be recorded under a new Recordation No., are:

ATEL Financial Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104

- LESSOR

Vista Chemical Company
900 Threadneedle
Houston, TX 77079

- LESSEE

The said Lease covers the leasing by the Lessor to the Lessee of some twenty five (25) tank cars as identified in Exhibit A thereto and two Modified Span Bolsters, UR-2 and UB-21.

The rolling stock covered in the Lease is as identified in Exhibit A to the Lease.

A short summary of the Lease to appear in the ICC Index is as follows:

"Lease of 25 tanks cars and 2 Modified Span Bolsters."

2. The parties to the Inter-Company Purchase and Sale Agreement and Assignment of Lease ("Assignment 1"), to be recorded under -A are:

ATEL Financial Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104

- ASSIGNOR

DONELAN, CLEARY, WOOD & MASER, P. C.

ATEL Cash Distribution Fund
235 Pine Street, 6th Floor
San Francisco, CA 94104

-

ASSIGNEE

The aforesaid Assignment 1, assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease and the said Assignment 1 should be recorded under -A of the new Recordation No. assigned to the Lease.

The equipment covered by Assignment 1 is all the equipment covered by the Lease.

A short summary of Assignment 1 to appear in the ICC Index is as follows:

“Assignment of above Lease.”

3. The parties to the Assignment of Lease, to be recorded under -B, are:

ATEL Cash Distribution Fund
235 Pine Street, 6th Floor
San Francisco, CA 94104

-

ASSIGNOR/SELLER

Painewebber Preferred
Yield Fund, L.P.
Suite 3000
7175 West Jefferson Avenue
Lakewood, Colorado 80235

-

ASSIGNEE/BUYER

The aforesaid Assignment of Lease, assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease and the said Assignment of Lease should be recorded under -B of the new Recordation No. assigned to the Lease.

The equipment covered by the Assignment of Lease is all the equipment covered by the Lease.

A short summary of the Assignment of Lease to appear in the ICC Index is as follows:

“Assignment of above Lease.”

Please index separately the name of the two above-mentioned Assignees in the ICC “Vendee/Assignee” Index Book (“white pages”) as follows:

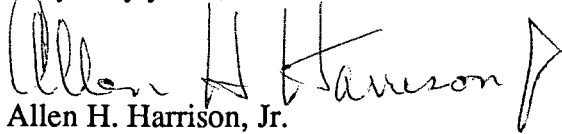
1. Index under ATEL Cash Distribution Fund saying, “See Recordation No. 18498.”
2. Index under Painewebber Preferred Yield Fund, L.P. saying, “See Recordation No. 18498.”

Enclosed is a check in the amount of fifty-four (\$54.00) dollars in payment of the filing fees.

DONELAN, CLEARY, WOOD & MASER, P. C.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen H. Harrison, Jr.", with a large, stylized flourish at the end.

Allen H. Harrison, Jr.
*Attorney for ATEL Cash Distribution Fund
for the purpose of this filing.*

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423
Enclosures
BY HAND
8371-020

DEC 3 - 1993 - 12 10 PM

ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made this 30th day of November, 1993 by and between **ATEL CASH DISTRIBUTION FUND**, a California limited partnership having a principal place of business at 235 Pine Street, 6th Floor, San Francisco, California 94104 (hereinafter called the **SELLER**) and **PAINWEBBER PREFERRED YIELD FUND, L.P.**, a Delaware limited partnership having a principal place of business at 7175 West Jefferson Avenue, Suite 3000, Lakewood, Colorado 80235 (hereinafter called **BUYER**).

WITNESSETH:

For good and valuable consideration, receipt of which is hereby acknowledged:

1. **SALE AND ASSIGNMENT:** **SELLER** agrees to sell and assign to **BUYER**, and **BUYER** agrees to purchase and assume from **SELLER** all of **SELLER's** right, title and interest to : (i) Equipment Schedule No. 1 dated as of December 11, 1992 as it incorporates by reference the **Master Lease Agreement No. VISTA1**, dated as of November 12, 1992, as it is incorporated therein between **ATEL Financial Corporation** as lessor and **VISTA Chemical Corporation** as lessee (together with any and all exhibits, attachments, schedules, or the like thereto), including all rentals and other sums due and to become due thereunder, and all extensions and renewal thereof; (ii) the equipment described in the Equipment Schedule and all accessions, additions and attachments thereto, and replacement and substitutions therefor; and (iii) all proceeds (including proceeds of insurance) of any of the foregoing.

2. **EFFECTIVE DATE:** The assignment shall take place on the date hereof ("Assignment Date").

3. **TITLE:** Title to the equipment will pass free and clear of all liens, claims and encumbrances of any kind and shall vest in **BUYER** on the Assignment Date excepting only a lease thereof to Lessee.

4. **WARRANTY DISCLAIMER:** **SELLER DOES NOT WARRANT THE EQUIPMENT IN ANY RESPECT EITHER EXPRESSLY OR BY IMPLICATION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY.**

5. **REPRESENTATIONS AND WARRANTIES OF SELLER:** This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

6. **REPRESENTATION AND WARRANTY OF BUYER:** This Agreement constitutes the legal, valid and binding obligation of **BUYER**, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of this Agreement first herein shown above.

SELLER

ATEL CASH DISTRIBUTION FUND

By: ATEL Financial Corporation,
its General Partner

BY: 
Dean Cash

TITLE: Executive Vice President

BUYER

**PAINWEBBER PREFERRED YIELD
FUND, L.P.**

By: CAI Equipment Leasing II Corp.

BY: 
JOHN F. OLMSTEAD

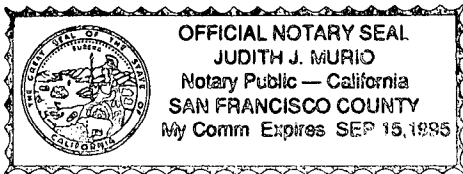
TITLE: MEMBER

STATE OF California }
COUNTY OF San Francisco } ss.

On _____ before me, the undersigned officer, personally appeared _____
Dean Cash

☒ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to this instrument and acknowledged to me that _____ executed the same in _____ authorized capacity(ies), and that by _____ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Notarial Seal)

Judith J. Murio
Notary Public
My Commission expires: 9.15.95

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

On November 30, 1993, before me, Carol R. Hansen, personally appeared John F. Olmstead, personally known to me to be the President of the general partner of the partnership of PaineWebber Preferred Yield Fund, L.P. and to be the person who executed the foregoing Assignment of Lease in the partnership name, and who acknowledged that the partnership executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

My Commission Expires: 10-4-95

Carol R. Hansen
Notary Public

